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5 Pro Se
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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11
12

13 JOHN BROSNAN,

14 Plaintiff,

15
16 Vs.
17

18 DONALD OBERLE AKA DONALD OBERLEY,
19 CREDIT LINE IQ, ANN CHAPPELL
20 MCKINNEY, INTERO REAL ESTATE
21 SERVICES INC., DANIEL THOMAS
22 BURKE, AMERICAN PACIFIC MORTGAGE
23 CORPORATION, TIMOTHY JON CARRE,
24 CARLOS RAFAEL CRUZ, CAROLYN
25 HASTINGS, J. ROCKCLIF REALTORS,
26 DARIN ANDERSON, SUNSET COMMUNITY
27 CHURCH, INNOVATIVE MORTGAGE
28 SOLUTIONS INC., DAVID PAUL DARBY,
29 MERIDIAN CAPITAL INC., KELLER
30 WILLIAMS, KEN STREY, LARRY JAMES
31 SPITERI, BRENT JONES, NRT WEST
32 INC., MARCOS RIOS, BANC OF
33 CALIFORNIA INC., PAT MAGUIRE, RON
34 PINKSTON, THE FOURSQUARE CHURCH,
TIM CHARLES FIEBIG, RE/MAX IN
MOTION, IN MOTION REAL ESTATE
INC., PROPEL INC., PROPEL II INC.,
JULIE POSEY, WELLS FARGO BANK,
AND DOES 1-99

Case No. 14-2809

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF

DEMAND FOR JURY TRIAL

//

John Brosnan, Plaintiff, alleges as follows:

JURISDICTION

1. This Court has original jurisdiction of the causes of action herein, which are brought under the laws of the United States, 18 U.S.C. §241 and 15 U.S.C. § 1679.

2. This action's request for injunctive relief is in the best interest of the public and is directly supportive of public policy concerning consumers.

VENUE

3. The unlawful actions of the defendants were committed in the State of California and in the judicial district of this Court.

PARTIES

4. Plaintiff is a California resident.

5. Plaintiff is informed and believes that Don Oberle AKA Don Oberley ("Oberle"), is a California resident.

6. Plaintiff is informed and believes that Ann Chappell McKinney ("McKinney") is a California resident.

7. Plaintiff is informed and believes that Daniel Thomas Burke ("Burke") is a California resident.

8. Plaintiff is informed and believes that Timothy Jon Carre ("Carre") is a California resident.

9. Plaintiff is informed and believes that Carlos Rafael Cruz ("Cruz") is a California resident.

10. Plaintiff is informed and believes that Carolyn Hastings ("Hastings") is a California resident.

11. Plaintiff is informed and believes that Darin Anderson ("Anderson") is a California resident.

12. Plaintiff is informed and believes that David Paul

1 Darby ("Darby") is a California resident.

2 **13.** Plaintiff is informed and believes that Ken Strey
3 ("Strey") is a California resident.

4 **14.** Plaintiff is informed and believes that Larry James
5 Spiteri ("Spiteri") is a California resident.

6 **15.** Plaintiff is informed and believes that Marcos Rios
7 ("Rios") is a California resident.

8 **16.** Plaintiff is informed and believes that Pat Maguire
9 ("Maguire") is a California resident.

10 **17.** Plaintiff is informed and believes that Ron Pinkston
11 ("Pinkston") is a California resident.

12 **18.** Plaintiff is informed and believes that Tim Charles
13 Fiebig ("Fiebig") is a California resident.

14 **19.** Plaintiff is informed and believes that Julie Posey
15 ("Posey") is a California resident employed by Wells Fargo Bank.

16 **20.** Plaintiff is informed and believes that Brent Jones
17 ("Jones") is a California resident

18 **21.** Plaintiff is informed and believes that Intero Real
19 Estate Services Inc. ("IRES") is a California corporation.

20 **22.** Plaintiff is informed and believes that American
21 Pacific Mortgage Corporation ("APMC") is a California
22 corporation.

23 **23.** Plaintiff is informed and believes that J. Rockcliff
24 Realtors ("JRR") is a California corporation.

25 **24.** Plaintiff is informed and believes that Sunset
26 Community Church ("SCC") is a California entity.

27 **25.** Plaintiff is informed and believes that Innovative
28 Mortgage Solutions ("IMS") is a California corporation.

29 **26.** Plaintiff is informed and believes that Meridian
30 Capital Inc. ("MC") is a California corporation.

31 **27.** Plaintiff is informed and believes that Keller
32 Williams ("KW") is a California business.

33 **28.** Plaintiff is informed and believes that NRT West Inc.
34 ("NRT") is a California corporation.

1 **29.** Plaintiff is informed and believes that Banc of
2 California Inc. ("BOC") is a California corporation.

3 **30.** Plaintiff is informed and believes that The Foursquare
4 Church ("TFC") is a California entity.

5 **31.** Plaintiff is informed and believes that RE/MAX IN
6 MOTION ("BOC") is a California business.

7 **32.** Plaintiff is informed and believes that Banc of
8 California Inc. ("BOC") is a California corporation.

9 **33.** Plaintiff is informed and believes that In Motion Real
10 Estate Inc. ("IMRE") is a California corporation.

11 **34.** Plaintiff is informed and believes that Propel Inc.
12 ("Propel") is a suspended California corporation.

13 **35.** Plaintiff is informed and believes that Propel II Inc.
14 ("PropelII") is a dissolved California corporation.

15 **36.** Plaintiff is informed and believes that Meridian
16 Mortgage Inc. ("MM") is a suspended California corporation.

17 **37.** Plaintiff is informed and believes that Credit Line IQ
18 ("CLIQ") is a California sole proprietorship.

19 **38.** Plaintiff is informed and believes that Wells Fargo
20 Bank, National Association ("WFB") is a national banking
21 association organized under the laws of the United States.

22 **39.** Plaintiff is informed and believes that Credit Line IQ
23 ("CLIQ") is a sole proprietorship.

24
25 **FACTS**
26

27 **40.** Oberle has multiple felony convictions dating back
28 decades and stretching from Florida to California.

29 **41.** Oberle was a fugitive from the state of Florida.

30 **42.** Oberle is a child molester.

31 **43.** Oberle has committed perjury.

32 **44.** Oberle has committed mortgage fraud.

33 **45.** Oberle is in arrears on court ordered child support.

34 **46.** Oberle has filed false documents related to child

1 support proceedings.

2 47. Oberle has committed tax fraud.

3 48. Oberle has filed false documents in Family Court
4 actions.

5 49. Oberle has filed false documents in state court
6 actions.

7 50. Oberle has filed false documents in federal court
8 actions.

9 51. Oberle owns CLIQ.

10 52. CLIQ is a Credit services organization as defined by
11 California Civil Code § 1789.12.

12 53. Oberle is operating CLIQ.

13 54. Oberle is illegally operating CLIQ.

14 55. CLIQ is required by California Civil Code § 1789.18 to
15 have a surety bond ("Surety Bond") in the amount of \$100,000.

16 56. CLIQ does not have the Surety Bond.

17 57. Oberle has violated court orders.

18 58. Oberle is currently defying court orders.

19 59. Oberle owned DOSO Inc, ("DOSO") which was doing
20 business as Credit Line Financial ("CLF") in Concord California.

21 60. CLF represented to the public that it was a lawfully
22 operating credit repair company.

23 61. Oberle operated CLF illegally.

24 62. Oberle operated DOSO illegally.

25 63. CLF was not properly licensed to operate.

26 64. CLIQ is not properly licensed to operate.

27 65. Oberle has caused to be published on the internet
28 testimonial videos representing to the public that Oberle is an
29 honest and trustworthy person.

30 66. Oberle has caused to be published on the internet
31 multiple testimonial videos representing to the public that CLIQ
32 is a legitimately operating business.

33 67. Oberle, DOSO and CLF were sued in Contra Costa county
34 by the People of the State of California in People v. DOSO,

1 wherein the People of California alleged that Oberle was
2 illegally operating CLF.

3 **68.** Oberle, in People v. DOSO, has been ordered to pay
4 \$50,000 in court ordered civil penalties.

5 **69.** Oberle has not paid the \$50,000 in court ordered civil
6 penalties ordered in People v. Doso.

7 **70.** Oberle, in People v. Doso, has been ordered to pay
8 \$1,500 in court ordered restitution to Jessica Freeland.

9 **71.** Oberle has not paid the \$1,500 in court ordered
10 restitution to Jessica Freeland.

11 **72.** In People v. DOSO, DOSO was ordered by the court to
12 pay \$500,000 in civil penalties.

13 **73.** DOSO has not paid the \$500,000 in civil penalties
14 ordered in People v. DOSO.

15 **74.** Oberle is personally responsible for the \$500,000 in
16 civil penalties imposed against DOSO in People v. DOSO.

17 **75.** Oberle, in People v. DOSO, was permanently barred by
18 the Contra Costa County Superior Court from being involved in
19 any way with the credit repair industry.

20 **76.** CLF was a Credit Services Organization ("CSO") as
21 defined by California Civil Code § 1789.12 which states in part:

22
23 (a) "Credit services organization" means a person who, with
24 respect to the extension of credit by others, sells,
25 provides, or performs, or represents that he or she can or
26 will sell, provide or perform, any of the following
services, in return for the payment of money or other
valuable consideration:

27 (1) Improving a buyer's credit record, history, or rating.

28 (2) Obtaining a loan or other extension of credit for a
buyer.

29 (3) Providing advice or assistance to a buyer with regard to
30 either paragraph (1) or (2).

31 //

32 //

33 //

34 //

1 **77.** California Civil Code § 1789.18 states in part the
2 following:

3
4 No credit services organization shall conduct business in
5 this state unless the credit services organization has
6 first obtained a surety bond in the principal amount of one
7 hundred thousand dollars (\$100,000) issued by an admitted
8 surety and the bond complies with all of the following:

9 (a) The bond shall be in favor of the State of
10 California for the benefit of any person who is damaged by
11 any violation of this title. The bond shall also be in
12 favor of any individual damaged by those practices.

13 **78.** CLF did not have the required surety bond ("Surety
14 Bond") called for pursuant to California Civil Code § 1789.18.

15 **79.** Oberle was unable to obtain a Surety Bond for CLF due
16 to Oberle's felony convictions.

17 **80.** On January 24, 2006, the People of the State of
18 California, by and through the Contra Costa County District
19 Attorney Office, initiated a civil action in the Superior Court
20 of Contra Costa County in Martinez, in case styled People v.
21 DOSO, case number 06-00155, against DOSO, Oberle and CLF,
22 alleging, among other things, that Oberle was illegally
23 operating CLF by virtue of the fact that CLF did not have the
24 required Surety Bond.

25 **81.** On October 4, 2007, in Walnut Creek Superior Criminal
26 Court in People v Oberle, case # 127246-7, Oberle was convicted
27 of violating California Penal Code § 529, which is commonly
28 referred to as Identity Theft, Exhibit 1.

29 **82.** On November 16, 2007, the domain name creditlineiq.org
30 was registered.

31 **83.** Oberle registered the domain name creditlineiq.org.

32 **84.** Oberle caused the domain name creditlineiq.org to be
33 registered.

34 **85.** Oberle began using the last name of Oberley.

86. Oberle does not disclose to his victims his true last
name.

1 **87.** On June 24, 2008, in People v DOSO, the court entered
2 a CONSENT DECREE AND FINAL JUDGEMENT (OBERLE) and a FINAL
3 JUDGEMENT – DOSO, INC. against Oberle, DOSO and CLF, as shown in
4 Exhibit 2, said filings hereafter shall be referred to as the
5 Consent Decree.

6 **88.** The Consent Decree states in part the following:
7

8 IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

9 1. OBERLE, and all persons, owners, partners, officers,
10 agents, employees, corporations, or other entities acting
11 by, through, under, or on behalf of OBERLE, including but
12 not limited to the entity Doso, Inc., and the entity known
13 as, or using the name of Credit Line Financial, are
14 permanently enjoined, restrained, and prohibited from doing
15 any of the following:

16 a. selling, providing, or performing any service, in return
17 for the payment of money or other valuable consideration,
18 for the express or implied purpose of: (1) improving any
19 consumer's credit record, history, or rating, or (2)
20 providing advice or assistance to any consumer with regard
21 to any activity or service described in paragraph (1).
22

23 **89.** Subsequent to the issuance of the Consent Decree
24 Oberle shut down CLF in Contra Costa County.

25 **90.** Subsequent to shutting down CLF, Oberle opened a new
26 credit repair company called Credit Line IQ ("CLIQ") in the
27 county of Alameda.

28 **91.** CLIQ has an internet address of creditlineiq.org.

29 **92.** It's axiomatic that due to the Consent Decree that
30 it's illegal for Oberle to be involved in anyway with the credit
31 repair industry.

32 **93.** Oberle has conspired with the other defendants in this
33 action to defraud the public.
34

THE SCHEME

OBERLE AND COCONSPIRATORS DEFRAUDING THE PUBLIC

35 **94.** Oberle has built a network of coconspirators that use
36 the internet, personal and business contacts to funnel victims

1 to Oberle.

2 **95.** Oberle defrauds the victims and then pays kickbacks
3 to his coconspirators for every victim they send to Oberle.

4 **96.** Oberle is operating CLIQ illegally in direct violation
5 of state and federal law as well as the Consent Decree.

6 **97.** Videos by Oberle's coconspirators appear on
7 youtube.com as well as creditlineiq.org wherein Oberle's
8 coconspirators tout the honesty and integrity of Oberle and CLIQ
9 in order to induce victims to utilize Oberle's illegal credit
10 repair scheme where, among other illegal acts, Oberle illegally
11 demands that people pay him large sums of cash up front for
12 credit repair services without explaining the illegal nature of
13 CLIQ.

14 **98.** Oberle and his coconspirators do not disclose Oberle's
15 illegal past to potential CLIQ customers.

16 **99.** Oberle and his coconspirators do not disclose Oberle's
17 multiple felony convictions to potential CLIQ customers.

18 **100.** Oberle and his coconspirators do not disclose the fact
19 that CLIQ is operating illegally.

20 **101.** Oberle and his coconspirators do not disclose Oberle
21 is violating the Consent Decree by operating CLIQ.

22 **102.** Oberle is currently defrauding people out of money.

23 **103.** The Better Business Bureau ("BBB") shows unresolved
24 outstanding complaints against CLIQ, which CLIQ refuses to reply
25 to. The link to the BBB complaint page against CLIQ is
26 [http://www.bbb.org/greater-san-francisco/business-reviews/taxes-](http://www.bbb.org/greater-san-francisco/business-reviews/taxes-negotiators/credit-line-iq-in-pleasanton-ca-314701)
27 [negotiators/credit-line-iq-in-pleasanton-ca-314701](http://www.bbb.org/greater-san-francisco/business-reviews/taxes-negotiators/credit-line-iq-in-pleasanton-ca-314701).

28 **104.** Oberle and his coconspirators have injured Brosnan by
29 the operation of CLF.

30 **105.** Oberle and his coconspirators have injured Brosnan by
31 representing that CLF was operating legally.

32 **106.** Oberle and his coconspirators have injured Brosnan by
33 the operation of CLIQ.

34 **107.** Oberle and his coconspirators have injured Brosnan by

1 representing that CLIQ is operating legally.

2 **108.** Oberle and his coconspirators are injuring Brosnan by
3 representing that CLIQ is operating legally.

4
5 **FIRST CAUSE OF ACTION**

6 **CONSPIRACY TO COMMIT FRAUD**

7 **(18 U.S. Code § 241 - CONSPIRACY AGAINST RIGHTS)**

8 **ALL DEFENDANTS**
9

10 **109.** Plaintiff refers to the allegations of the preceding
11 paragraphs of this complaint, and incorporates the same herein
12 by this reference as though set forth in full.

13
14 **110.** 18 U.S. Code § 241, states in part:

15
16
17 If two or more persons conspire to injure, oppress,
18 threaten, or intimidate any person in any State, Territory,
19 Commonwealth, Possession, or District in the free exercise
20 or enjoyment of any right or privilege secured to him by
21 the Constitution or laws of the United States, or because
22 of his having so exercised the same;

23 **111.** The defendants compose a large cast of persons who
24 conspire to injure the public.

25 **112.** Brosnan is a protected member of the public that
26 defendants have conspired to harm.

27 **113.** The operation of CLIQ has injured Brosnan.

28 **114.** The operation of CLIQ is injuring Brosnan.

29 **115.** All defendants have conspired together to injure
30 Plaintiff.

31 **116.** Defendants are aware that Oberle is illegally
32 operating CLIQ.

33 **117.** Plaintiff furthermore seeks his attorney fees and
34 costs against the defendants.

SECOND CAUSE OF ACTION

FRAUD

(15 U.S.C. § 1679)

VIOLATION OF THE CREDIT REPAIR ORGANIZATIONS ACT

ALL DEFENDANTS

118. Plaintiff refers to the allegations of the preceding paragraphs of this complaint, and incorporates the same herein by this reference as though set forth in full.

119. 15 U.S.C. § 1679 states:

(1) Consumers have a vital interest in establishing and maintaining their credit worthiness and credit standing in order to obtain and use credit. As a result, consumers who have experienced credit problems may seek assistance from credit repair organizations which offer to improve the credit standing of such consumers.

(2) Certain advertising and business practices of some companies engaged in the business of credit repair services have worked a financial hardship upon consumers, particularly those of limited economic means and who are inexperienced in credit matters.

(b) Purposes

The purposes of this subchapter are—

(1) to ensure that prospective buyers of the services of credit repair organizations are provided with the information necessary to make an informed decision regarding the purchase of such services; and

(2) to protect the public from unfair or deceptive advertising and business practices by credit repair organizations.

120. It's axiomatic that the Consent Decree makes the operation of CLIQ by Oberle an illegal act.

121. All defendants conspired to injure Plaintiff and the public in direct violation of 15 U.S.C. § 1679, which prohibits deceptive practices by an entity like CLIQ.

122. Defendants conspired to hide the illegal nature of CLIQ.

1 **123.** Defendants conspired to hide Oberle's illegal past.

2 **124.** Plaintiff furthermore seeks his attorney fees and
3 costs against the defendants.

4
5 **WHEREFORE, Plaintiff prays judgment against the defendants and**
6 **each of them as follows:**

- 7 1. For actual monetary damages according to proof;
8 2. For punitive damages, joint and several against all
9 defendants in the amount of \$10,000,000.00 for fraud,
10 Conspiracy to Commit Fraud and Violation of The Credit
11 Repair Organization Act;
12 3. For a preliminary and permanent injunction prohibiting
13 defendants and all person acting in concert with them
14 from violating of 18 U.S.C. § 241 and 15 U.S.C. § 1679;
15 4. For an award of reasonable attorneys' fees and costs
16 according to proof;
17 5. For costs of suit; and
18 6. For such other and further relief as this Court deems
19 just and proper.

20
21 DATED: June 11, 2014

22 John Brosnan – Pro Per

23
24 **DEMAND FOR JURY TRIAL**

25 Plaintiff hereby demands a jury trial in the above-entitled
26 matter.

27 DATED: June 11, 2014

28 John Brosnan – Pro Per

EXHIBIT 1

☐ CONCORD ☐ MARTINEZ ☐ PITTSBURG ☐ RICHMOND ☒ WALNUT CREEK

SWAP CCU

DEFENDANT Oberle, Donald P. DOCKET NO. 127246-7
 The above named defendant having been convicted in this court of the offense(s) of violation of:
 Section(s) ☐ 23152 ☐ with prior(s) ☒ Other: PC 529

IT IS ORDERED: That ☒ imposition ☐ execution of sentence be suspended during period of probation with the following terms:

TERMS OF PROBATION (Applicable Items Checked): ☒

1. ☒ COURT PROBATION GRANTED: Conditional and revocable release in the community without Probation supervision except as specified by the Court for a period of 2 months/years from the date of this order.
 2. ☒ STANDARD TERMS (see reverse for standard terms and additional instructions.)
 3. ☒ REVIEW DATE: 11/5/8/30/11/5/2015
☐ Defendant must appear in Court. ☐ Defendant need not appear.

JAIL/FINE/VOLUNTEER WORK/RESTITUTION

4. ☐ Be IMPRISONED 45 hrs/days/months
☐ hrs/days/months credit.
☐ hrs/days/months suspended.
☐ Sentence to commence _____
☐ Serve consecutive/concurrent with _____
☐ Any imposed sentence.
☐ Main Jail ☐ Work Alternative Program ☒ Electronic Home Detention
☐ in _____ County allowed.
☐ Contact Custody Alternative Bureau (CAB) within 15 days
☐ Day for day credit for time served in approved residential program.
☐ Other _____

5. ☐ Pay a FINE of \$ _____
☒ Suspend payment of \$ 100-CRWD
☒ Pay restitution fine of \$ 100
☒ Make monthly installments to Court Collections & Compliance Unit, P.O. Box 2528, Martinez, CA 94553 by: 11/5/2015
☐ Pay to Clerk of Court by w/in 45 days
☐ Probation to terminate upon payment of fine/completion of jail sentence.
☐ _____ days jail concurrent/consecutive in lieu of fine.
☐ Other _____

6. ☐ Perform _____ hours VOLUNTEER COMMUNITY SERVICE
☐ In lieu of fine ☐ In lieu of Interlock
☐ Show proof of completion to Court by _____

7. ☒ Make RESTITUTION of \$ 735 to _____
☒ Make RESTITUTION as determined by the Court Probation Officer
☐ Show proof of restitution to Court by _____
☐ Honor any civil judgments as a result of this conviction.
☒ Pay to CCU ☐ Other: _____

8. ☒ Submit your person, place of residence, storage locker or any vehicle under your control to search and seizure at any time of day or night, with or without warrant, to any peace officer ☐ for alcoholic beverages ☐

9. ☐ Not use or possess any dangerous drugs, narcotics, or narcotic paraphernalia without prescription.

10. ☐ Not have a checking account or charge accounts, nor have any checks or credit cards in your possession, control or custody, except checks made payable to you.

11. ☐ Do not own or have possession or control of any firearm or weapon.

12. ☐ Weapon ordered ☐ confiscated ☐ destroyed ☐ returned to _____

13. ☐ Do not annoy/threaten/contact _____

14. ☐ Attend batterers/domestic violence program as directed by the Court Probation Officer and not leave or terminate program without permission.

15. ☐ Contact Court Probation Officer on Kimberly
☒ Other: Do not use SSN of Gapsch.

16. ☐ Abstain from the use of alcoholic beverages.
 17. ☐ Submit to drug/alcohol use detection tests as directed by Court Probation Officer or by any peace officer.
 18. ☐ Not go to places where alcoholic beverages are the chief item of sale.
 19. ☐ Take antabuse as prescribed by physician & if directed by alcohol program.

PROGRAM TERMS

20. ☐ Attend and complete the First Offender Drinking Driver's Program:
☐ Level 1 ☐ Level 2 (area of choice authorized)
☐ Other _____

21. ☐ Report to Post Conviction Drinking Driver's Program within 10 days and comply with its rules and fee requirements.

(Take completed DL 103 form to DMV within 30 days)

22. ☐ Participate in counseling as directed by the Court Probation Officer and not leave or terminate program without permission.

23. ☐ Referred for HIV testing. Return to Court on _____

24. ☐ Other: _____

DRIVING TERMS

25. ☐ Driving privilege restricted for _____ to /during/from:
 employment, treatment program ☐ School
☐ Other: _____

26. ☐ Driving privilege suspended/revoked for _____

27. ☐ Not drive a motor vehicle unless properly licensed and insured.

28. ☐ Not drive vehicle with any measurable alcohol in blood.

29. ☐ If arrested for a violation of 23152 or 23153 CVC, not refuse a chemical test for the detection of alcohol.

VEHICLE IMPOUNDMENT TERMS

30. ☐ DEFENDANT'S VEHICLE BE: Impounded _____ days
 Proof by _____ ☐ Not Impounded

- ☐ Not Registered Owner ☐ Loss of employment ☐ Other

31. ☐ Install ignition interlock device on any vehicle owned/operated from now until _____ years after license reinstatement.

32. ☐ Provide proof of installation to court by _____

33. ☐ Ignition Interlock Device ☐ ordered ☐ not ordered

- Defendant: ☐ does not own vehicle ☐ has no ability to pay

34. ☐ Do not drive any motor vehicle unless said vehicle is equipped with a Certified Ignition Interlock Device.

- ☒ Other: Do provide proof to DA that cell phone in his name + SSN w/in 30 days

Although not a condition of probation, you are ordered to pay the following fees:
☐ \$25 Booking Fee ☐ \$10 Cite Fee ☐ CJA \$ _____ Other: 2085

I HAVE READ AND RECEIVED A COPY OF THESE CONDITIONS OF PROBATION AND I UNDERSTAND AND AGREE TO PERFORM THEM AND UNDERSTAND THAT IF I FAIL TO DO SO, MY PROBATION MAY BE REVOKED AND I MAY BE SENTENCED TO JAIL OR SENTENCED AS OTHERWISE PROVIDED BY LAW.

DEFENDANT'S SIGNATURE: D. Oberle

SOCIAL SECURITY # _____ DOB 2-12-66

ADDRESS 89 Oak Rd CITY Orinda

STATE CA ZIP CODE 94503 PHONE # 925-223-8013

COMMITMENT: TO THE SHERIFF: I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ENTRY OF JUDGMENT OR ORDER AND IS YOUR AUTHORITY FOR THE EXECUTION THEREOF.

John T. Fadden 10/4/07
 JUDGE OF THE SUPERIOR COURT DATED

COURT REFERRAL

() Work Alternative (925) 646-4671
 () Electronic Home Detention (925) 646-4932

Contra Costa County Sheriff's Office
 Custody Alternative Facility
 1011 Las Juntas Street
 Martinez, CA 94553

CA 11 10-18-07

NAME: OBERLE, DONALD DOB: 2/12/66 COURT: W.C. DK.#(s): 01-127246
 ADDRESS: 89 Oak Road CITY: Oakland ZIP: CA RACE: C SEX: M
 HEIGHT: 6' WEIGHT: 170 HAIR: BLK EYES: BLU DI.#: CA 84522378 SSN #: [REDACTED]
 HOME PHONE #: 925-323-8013 WORK #: 925-323-8013 STATE OF BIRTH: IN COUNTRY: alien

Important Notice

CONTACT C.A.F. TO SCHEDULE YOUR APPOINTMENT TWO WEEKS AFTER DATE OF SENTENCING. DO NOT CALL BEFORE THE TWO WEEK PERIOD, AS WE WILL NOT HAVE RECEIVED YOUR PAPERWORK FROM THE COURT.

YOU HAVE BEEN SENTENCED TO JAIL!! THIS IS NOT VOLUNTEER WORK OR COMMUNITY SERVICE...IF YOU FAIL TO CONTACT OR KEEP YOUR APPOINTMENT, AN "ORDER FOR ARREST" WILL BE ISSUED WITHOUT FURTHER PROGRAM CONSIDERATION.

() WORK ALTERNATIVE PROGRAM

PROGRAM FEES INCLUDE A \$100.00 application fee (subject to change) plus \$10.00 for each day sentenced. **TOTAL FEE DUE IN FULL AT TIME OF APPOINTMENT. ALL PROGRAM FEES PAID ARE NONREFUNDABLE.** Be prepared to pay the program fees in CASH, MONEY ORDER OR CASHIER'S CHECK. PERSONAL CHECKS WILL NOT BE ACCEPTED. Refer to the back of this form for further information.

I am giving my promise to contact the Custody Alternative Facility "WORK ALTERNATIVE PROGRAM" to schedule an interview two weeks after my sentencing date. If I fail to do so, an "ORDER FOR ARREST" will be issued. I understand that participation in this program is a privilege and NOT a right, and that I will be given an appointment for approximately one month from the date I appeared in court. **I will be on time for my appointment. Otherwise, I understand I may not be seen.** When I appear for my appointment, I will bring a copy of the court docket/sentencing paper, a copy of the Promise To Appear, and my total fees in full. **You may be taken into custody or assigned a jail surrender date if your application and/or appeal is denied.**

FAILURE TO APPEAR AT THE TIME SPECIFIED IS A MISDEMEANOR PER 4024.2 (c) P.C.

(X) ELECTRONIC HOME DETENTION/COUNTY PAROLE

I am giving my promise to apply by the above listed date. If I fail to do so, an "ORDER FOR ARREST" will be issued. I understand that participation in this program is a privilege and NOT a right. I will bring a completed Custody Alternative Facility application, copy of the court docket/sentencing paper, copy of my police report, and a \$100.00 application fee (subject to change) in CASH, MONEY ORDER OR CASHIER'S CHECK. **PERSONAL CHECKS WILL NOT BE ACCEPTED. ALL PROGRAM FEES PAID ARE NONREFUNDABLE.** Daily maintenance fees are one hour's wage per day to the minimum of \$13.00 per day for Electronic Home Detention, or a minimum of \$10.00 per day for County Parole. **You may be taken into custody or assigned a jail surrender date if your application and/or appeal is denied.**

FAILURE TO APPEAR AT THE TIME SPECIFIED IS A MISDEMEANOR PER 1203.016 (c) P.C.

DONOT BRING CHILDREN TO YOUR APPOINTMENT

For their safety and the safety of our staff, NO children are allowed in interview rooms.

I understand that the Sheriff or appointed Deputy may immediately take me into custody to serve my sentence if I fail to appear at the Custody Alternative Facility, or am in noncompliance with this Promise to Appear at any time during the application process. If I fail to appear and I am apprehended outside the State of California, I hereby waive extradition.

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS "PROMISE TO APPEAR".

Signature: [Signature] Date: 10/4/07

Witness: Hiatt 66976 Date: 10-04-07

DO NOT CONTACT THE COURT FOR PROGRAM INFORMATION

EXHIBIT 2

1 ROBERT J. KOCHLY, District Attorney
County of Contra Costa
2 Lauren R. Wixson, Deputy District Attorney, SB#117178
627 Ferry Street
3 Martinez, CA 94553-0125
Telephone: 925.646.4532
4 Facsimile: 925.646.4683
Attorneys for Plaintiff
5

FILED

2008 JUN 24 A 8: 26

67: C. Green, C.L.

6
7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 IN AND FOR THE COUNTY OF CONTRA COSTA
9 MARTINEZ

10 People of the State of California,
11 Plaintiff,

12 vs.

13 DOSO, INC., DONALD P. OBERLE, and
14 DOES ONE through TEN,
15 Defendants

Case No.: MSC06-00155

CONSENT DECREE AND FINAL
JUDGMENT (OBERLE)

16
17 The Plaintiff, the People of the State of California, by Robert J. Kochly, District
18 Attorney of Contra Costa County, and Lauren R. Wixson, Deputy District Attorney, having filed
19 their Complaint herein, and Defendant, Donald P. Oberle (OBERLE), an individual, acting pro
20 per, hereby enter into this stipulation to the entry of this CONSENT DECREE AND FINAL
21 JUDGMENT without trial or adjudication of any issue of fact or law herein:

22 IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

23 1. OBERLE, and all persons, owners, partners, officers, agents, employees, corporations,
24 or other entities acting by, through, under, or on behalf of OBERLE, including but not limited to
25 the entity Doso, Inc., and the entity known as, or using the name of, Credit Line Financial, are
26 permanently enjoined, restrained, and prohibited from doing any of the following:

27 a. selling, providing, or performing any service, in return for the payment of money
28 or other valuable consideration, for the express or implied purpose of:

1 (1) improving any consumer's credit record, history, or rating, or
2 (2) providing advice or assistance to any consumer with regard to any activity or
3 service described in paragraph (1).

4 b. representing in any fashion or in any form of media, including the internet, that he,
5 she, or it can or will sell, provide or perform any service, in return for the payment of money or
6 other valuable consideration, for the express or implied purpose of:

7 (1) improving any consumer's credit record, history, or rating, or
8 (2) providing advice or assistance to any consumer with regard to any activity or
9 service described in paragraph (1).

10 c. doing business as a real estate or mortgage broker in the State of California,
11 irrespective of whether he, she, or it has a broker's license issued by the State of California.

12 2. OBERLE, and all persons, owners, partners, officers, agents, employees, corporations,
13 or other entities acting by, through, under, or on behalf of OBERLE, including the entity Doso,
14 Inc., and the entity known as, or using the name of, Credit Line Financial, shall, by no later than
15 July 31, 2008, surrender any real estate license held in the State of California on behalf of Doso,
16 Inc.; shall, by no later than July 31, 2008, take all necessary steps to ensure that Doso, Inc. ceases
17 to do business as a real estate broker or mortgage broker; and shall immediately take down and
18 remove the website at www.creditline.org and remove all contact information from such website
19 (including telephone numbers, address, and email contact information).

20 3. OBERLE shall pay the sum of fifty thousand dollars (\$50,000.00) in civil penalties to
21 the Contra Costa County Treasurer pursuant to section 17200 et. seq. of the Business and
22 Professions Code, except that the total sum of civil penalties due and owing by OBERLE shall
23 be reduced to twenty-five thousand dollars (\$25,000.00) if he makes twenty-five monthly
24 payments of one thousand dollars (\$1,000.00) each, beginning on August 15, 2008 and ending
25 with the last monthly payment due on July 15, 2010. Failure by OBERLE to pay the sum of
26 twenty-five thousand dollars by July 15, 2010 or to make any of the above scheduled payments
27 on the date due shall result in the full sum of fifty thousand dollars (\$50,000.00), less any
28 payments already made, together with statutory interest from the date of filing of this CONSENT

1 DECREE AND FINAL JUDGMENT, becoming immediately due and payable to the Contra
2 Costa County Treasurer. Plaintiff may then pursue any remedy available to collect such sum,
3 including contempt proceedings.

4 4. OBERLE shall immediately make restitution to Jessica Freeland in the amount of one
5 thousand five hundred dollars (\$1500.00).

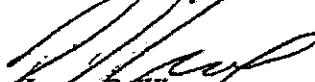
6 5. The sums set forth in paragraphs 3 and 4 above shall be delivered to the District
7 Attorney of Contra Costa County, 627 Ferry Street, Martinez, California 94553 or to any other
8 address as directed by the District Attorney of Contra Costa County.

9 6. Jurisdiction is retained by the Court for the purpose of enabling any party to this
10 CONSENT DECREE AND FINAL JUDGMENT to apply to the Court at any time for such
11 further orders and directions as may be necessary or appropriate to ensure compliance with the
12 terms of this CONSENT DECREE AND FINAL JUDGMENT and for the punishment of
13 violations, if any.

14 7. The parties signing below do hereby stipulate to the entry of this CONSENT DECREE
15 AND FINAL JUDGMENT recited above.

16 DATED: 6/17/2008
17 At Martinez, California

Respectfully submitted,
ROBERT J. KOCHLY
District Attorney


18
19 
20 Lauren R. Wixson
Deputy District Attorney

21
22 DATED: 6/17/2008
23 At MARTINEZ

21 
22 Donald F. Oberle, Individually and
23 as President of Doso, Inc.

24 WHEREAS FOR GOOD CAUSE SHOWN, THE ABOVE ENTITLED JUDGMENT IS
25 HEREBY ORDERED ENTERED.

26 DATED: June 19, 2008
27 at Martinez, California

28 
Barbara Zuniga
JUDGE OF THE SUPERIOR COURT

1 ROBERT J. KOCHLY, District Attorney
2 County of Contra Costa
3 Lauren R. Wixson, Deputy District Attorney, SB#117178
4 627 Ferry Street
5 Martinez, CA 94553-0125
6 Telephone: 925.646.4532
7 Facsimile: 925.646.4683
8 Attorneys for Plaintiff

FILED

2008 JUN 24 A 8 26

BY: [Signature]

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF CONTRA COSTA
11 MARTINEZ

12 People of the State of California,

13 Plaintiff,

14 vs.

15 DOSO, INC., DONALD P. OBERLE, and

16 DOES ONE through TEN,

17 Defendants

Case No.: MSC06-00155

FINAL JUDGMENT - DOSO, INC.

18 The Plaintiff, the People of the State of California, by Robert J. Kochly, District
19 Attorney of Contra Costa County, and Lauren R. Wixson, Deputy District Attorney, having filed
20 their Second Amended Complaint herein, and Defendant, Doso, Inc.(DOSO), a California
21 corporation, having defaulted herein:

22 IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

23 1. Defendant DOSO and all persons, owners, partners, officers, agents, employees,
24 corporations, or other entities acting by, through, under, or on behalf of Defendant, including the
25 entity known as, or using the name of, Credit Line Financial, are permanently enjoined,
26 restrained, and prohibited from doing any of the following:

27 a. selling, providing, or performing any service, in return for the payment of money
28 or other valuable consideration, for the express or implied purpose of:

(1) improving any consumer's credit record, history, or rating, or

1 (2) providing advice or assistance to any consumer with regard to any activity or
2 service described in paragraph (1).

3 b. representing in any fashion or in any form of media, including the internet, that he,
4 she, or it can or will sell, provide or perform any service, in return for the payment of money or
5 other valuable consideration, for the express or implied purpose of:

6 (1) improving any consumer's credit record, history, or rating, or

7 (2) providing advice or assistance to any consumer with regard to any activity or
8 service described in paragraph (1).

9 c. operating as a credit services organization as defined in section 1789.12(a) of the
10 California Civil Code; or

11 d. operating as a credit repair organization as defined under federal law.

12 2. Defendant DOSO and all persons, owners, partners, officers, agents, employees,
13 corporations, or other entities acting by, through, under, or on behalf of said Defendant,
14 including the entity known as, or using the name of, Credit Line Financial, shall immediately
15 surrender any real estate license held in the State of California and shall immediately cease doing
16 business as a real estate broker or mortgage broker and shall be permanently enjoined from doing
17 business as a real estate broker or mortgage broker.

18 3. DOSO shall pay the sum of five hundred thousand dollars (\$500,000.00) in civil
19 penalties to the Contra Costa County Treasurer pursuant to section 17200 et. seq. of the Business
20 and Professions Code.

21 4. The sums set forth in paragraph 3 above shall be delivered to the District Attorney of
22 Contra Costa County, 627 Ferry Street, Martinez, California 94553 or to any other address as
23 directed by the District Attorney of Contra Costa County.

24 5. Jurisdiction is retained by the Court for the purpose of enabling any party to this
25 FINAL JUDGMENT to apply to the Court at any time for such further orders and directions as
26 may be necessary or appropriate to ensure compliance with the terms of this FINAL
27 JUDGMENT and for the punishment of violations, if any.

28 ////

1 WHEREAS FOR GOOD CAUSE SHOWN, THE ABOVE ENTITLED JUDGMENT IS
2 HEREBY ORDERED ENTERED.

3
4 DATED: *June 19, 2008*
5 at Martinez, California

Hon. Barbara Zuniga
6 Hon. Barbara Zuniga
7 JUDGE OF THE SUPERIOR COURT
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